

INTERLOCAL AGREEMENT BETWEEN THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT, THE COUNTY OF CLARK, THE CITY OF LAS VEGAS, THE CITY OF HENDERSON, AND THE CITY OF NORTH LAS VEGAS REGARDING FUNDING THE REPLACEMENT OF THE SHARED COMPUTER OPERATIONS FOR PROTECTION & ENFORCEMENT (SCOPE) SYSTEM, PHASES 0 THROUGH 3

This Interlocal Agreement is hereby made and entered into on this 20 day of July, 2011 by and among the Las Vegas Metropolitan Police Department, a law enforcement agency serving the combined jurisdictional boundaries of the County of Clark and the City of Las Vegas, and the Cities of Las Vegas, Henderson, and North Las Vegas, and the County of Clark, each a political subdivision of the state of Nevada, hereinafter referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS the Shared Computer Operations for Protection and Enforcement (SCOPE) system was established in 1968 as Nevada's first criminal history repository of arrests, convictions, sex offender registry, probation and parole, warrants, incidents of missing persons, dead bodies, homicides, and citations; and evolved to house non-criminal information including work card, business licensing, carrying concealed weapon applications, protection orders, mental petition orders, and family court writs; and

WHEREAS the Wanted Vehicle System (WVS) was established in 1983 as Nevada's only system to contain information on stolen and recovered vehicles, vehicles used in the commission of a felony, bait vehicles, police impounds, private tows and repossessions, seized vehicles, hit and run suspect vehicles, lost/stolen license plates, contact messages and missing adults and juveniles associated with vehicles; and

WHEREAS the SCOPE application was written in an archaic computer assembler language and WVS was written in a 50-year-old third generation programming language that is facing imminent retirement, these systems can no longer meet the information sharing demands that are required of a pliable, efficient, and effective crime fighting tool; and

WHEREAS SCOPE cannot be modified to meet the needs of the criminal justice personnel that use the system because the technology resources to support SCOPE are no longer available and where technology resources for WVS are difficult to find and institutions of higher education are no longer teaching those skills; and

WHEREAS over 80 Federal, State, Local and Tribal law enforcement and justice agencies heavily rely on SCOPE and WVS as an integral part of the process of identifying, apprehending, detaining, prosecuting and incarcerating criminals; and

WHEREAS the Clark County Information Technology (CCIT) department has provided maintenance support of the SCOPE and WVS systems and has led the initiative for their replacement; and

WHEREAS grant funds have been obtained to develop a justice information sharing system (SCOPE II) as a replacement for the SCOPE and WVS systems; and

WHEREAS the RFP evaluation and vendor selection was conducted under the guidance and support of the steering committee that consists of primary users of the current SCOPE and WVS systems from the parties as well as the Nevada Department of Public Safety; and

WHEREAS the SCOPE II system meets current business requirements in regards to a justice information sharing system and a vendor (Analyst International Corporation) has been contracted to implement the SCOPE II system utilizing a custom solution that includes Microsoft technologies as well as various other known 3rd party technologies; and

WHEREAS the anticipated total of replacement, support, and maintenance costs for the SCOPE II system exceed the amount of available grant funds; and

WHEREAS the five (5) largest users of the SCOPE and WVS systems are the Las Vegas Metropolitan Police Department, Clark County, and the cities of Las Vegas, Henderson, and North Las Vegas; and

WHEREAS CCIT has provided and will continue to provide technology services and staff to manage the SCOPE II project as well as the maintenance and operation of the SCOPE II system as defined in Exhibit D (Service Level Agreement Between CCIT & SCOPE II Project Agencies);

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

1. The services to be performed shall be specifically described herein, and this agreement incorporates the following attachments:

- Exhibit A: FY12 Cost Allocations
- Exhibit B-1: SCOPE Replacement & Maintenance FY12 Total Cost Summary
- Exhibit B-2: SCOPE Replacement & Maintenance FY12 Total Cost By Agency
- Exhibit B-3: "Big 5" FY12 Total Cost Allocations
- Exhibit C: Byrne JAG Contributions
- Exhibit D: Service Level Agreement (SLA)
- Exhibit E: Exhibit E – SCOPE II Phases Details

2. Phase 0 of the SCOPE II project includes the project initiation, SCOPE system requirements definition, design releases, and a baseline implementation plan; and

3. Phase 1 of the SCOPE II project will include the test plan, training materials, SCOPE data migration, initial SCOPE II system pre-production releases, SCOPE II system data source integration, the initial SCOPE II system "go live", and a year of Tier 2 vendor support; and

4. Phase 2 of the SCOPE II project will include the WVS replacement system requirements definition, design, implementation plan, test plan, training materials, WVS data migration, the SCOPE II system “go live”, SCOPE II system enhancements test plan and training materials, SCOPE II system enhancement releases, and a year of Tier 2 vendor support along with internal support transition to CCIT; and
5. Phase 3 of the SCOPE II project will include interfaces and customizations, test plan, training materials, data source integrations, and a year of Tier 2 vendor support along with internal support transition to CCIT; and
6. The Clark County IT and Finance departments are managing the replacement and associated finances of the SCOPE II system, respectfully; and
7. The Clark County Finance department will utilize specific SAP software project codes to isolate and identify all financial activity associated with the SCOPE II system as done currently; and
8. CCIT will continue to provide technology services and staff to manage the SCOPE II project as well as the maintenance and operation of the SCOPE II system as defined in Exhibit D (Service Level Agreement Between CCIT & SCOPE II Project Agencies);
9. The core hardware and software associated with the SCOPE II project will be located within the Clark County IT Operations Center facility; and
10. Support and maintenance is planned to be both in-house (i.e. Clark County) and contracted (Analyst International, Inc. and other 3rd-party technology support vendors); and
11. Clark County will invoice the respective parties on a quarterly basis for all actual project expenditures that occur from July 1, 2011 through June 30, 2012 under the cost sharing model as specified per agency in Exhibit A (Cost Allocations). The invoices will detail any amounts expended for the purpose of supporting the SCOPE II project, will be supported by proper evidence of the amounts paid, and will be due upon receipt.
12. The total amounts billed to each agency not to exceed the amount specified per agency in Exhibit A as determined by the estimated costs and cost sharing model detailed in Exhibits B-1 through B-3 (attached) unless the additional costs have been expressly approved in writing by all of the parties.
13. Should any additional agencies be added to this interlocal prior to its expiration, Exhibit A (Cost Allocations) will be amended to reallocate costs proportionately based on the methodology currently employed under Exhibit B-3 (“Big 5” FY12 Total Cost Allocations).
14. It is recognized that recommended allocations from the Byrne Justice Assistance Grant (JAG) were established as part of the local solicitation that included Clark County, the City of Las Vegas, the City of Henderson, and the City of North Las Vegas. Due to the SCOPE II project’s consideration as a project of regional importance, those eligible agencies voluntarily

waived their recommended allocations in order to partially fund the overall cost of the SCOPE II project. As such, their recommended allocations will be, as part of this Agreement and as memorialized in the approved Byrne JAG interlocal, recognized as a contribution toward the costs of the project. Exhibit "C" defines the portions of the Byrne JAG allocations attributed to each respective agency in funding the SCOPE II project.

15. All non-grant supported expenditures incurred and revenues received from the parties will be accounted for by Clark County with a project code (via the assignment of an SAP internal order number) unique to the SCOPE II project.

16. This agreement will commence upon execution by the parties and continue until all payments due hereunder have been received and the County is fully reimbursed in accordance with this Agreement.

17. On or before December 31, 2011, the SCOPE II Steering Committee will evaluate the status of the project and the estimated costs to complete Phase 0 and 1 of the project, as well as whether to proceed with Phase 2 or 3 of the project in FY13.

18. This agreement will either be extended and amended to include projected FY13 costs or replaced with an Agreement to share anticipated costs among all entities utilizing the SCOPE II system. All participating agencies will review the agreement on April 1st of each year to begin discussions regarding the extension or amendment of the agreement effective the following July 1st.

19. Billing for usage of the current SCOPE system will continue per current agreements until which time a party no longer utilizes that system.

20. Any notice or other communication required under this Agreement (hereinafter referred to as "Notices") shall be in writing and either personally delivered or delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below:

To Las Vegas Metropolitan
Police Department:

Las Vegas Metropolitan Police Dept.
3141 E. Sunrise Avenue
Las Vegas, NV 89101
Attn: Director, Office of
Finance/Budget Section

To Clark County:

Clark County
PO Box 551212
500 S. Grand Central Pkwy.
Las Vegas, NV 89155-1111
Attn: County Manager's Office

To City of Las Vegas:	City of Las Vegas 400 Stewart Avenue Las Vegas, NV 89101 Attn: Orlando Sanchez, Deputy City Manager
To City of Henderson	City of Henderson City Hall 240 Water Street P.O. Box 95050 MSC 211 Henderson, NV 89009-5050
To City of North Las Vegas	City of North Las Vegas 13012200 Civic Center Drive Lake Mead Boulevard North Las Vegas, NV 89030 Attn: Asst. Director Police Services

Any party may change its address by giving notice in writing to the others so that, thereafter, notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described above shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

21. No party shall assign this Agreement without first obtaining the prior written consent of the others.

22. This Agreement may not be amended or modified without consent by the governing body of each party except by a written instrument executed by the parties hereto.

23. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

24. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

25. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada.

26. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

27. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above.

PASSED, ADOPTED and APPROVED this 20TH day of July, 2011.

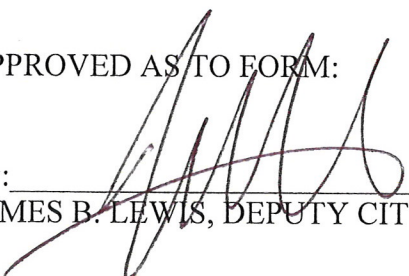
CITY OF LAS VEGAS

By: 
CAROLYN G. GOODMAN, MAYOR

ATTEST:

By: 
BEVERLY K. BRIDGES, MMC, CITY CLERK

APPROVED AS TO FORM:

By: 
JAMES B. LEWIS, DEPUTY CITY ATTORNEY

PASSED, ADOPTED and APPROVED this 20th day of July, 2011.

CITY OF NORTH LAS VEGAS

By: Shari Buck
SHARIL. BUCK, MAYOR

ATTEST:

By: Karen L. Storms
KAREN L. STORMS, CMC, CITY CLERK

APPROVED AS TO FORM:

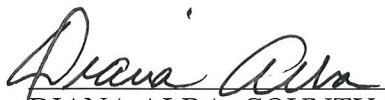
By: Jeffrey Barr
JEFFREY BARR, ACTING CITY ATTORNEY

PASSED, ADOPTED and APPROVED this 5th day of July, 2011.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By 
SUSAN BRAGER, CHAIR

ATTEST:

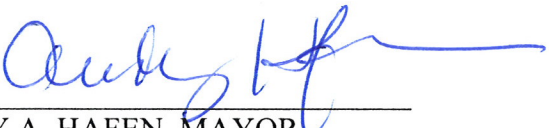

DIANA ALBA, COUNTY CLERK

APPROVED AS TO FORM ONLY:
DAVID ROGER
DISTRICT ATTORNEY

By: 
STEVEN SWEIKERT, Deputy District Attorney

PASSED, ADOPTED and APPROVED this 19th day of July, 2011.

CITY OF HENDERSON

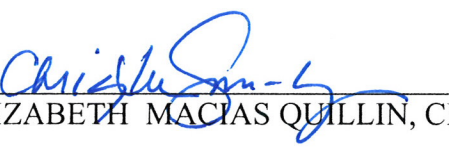
By: 
ANDY A. HAFEN, MAYOR

By: 
JUTTA G. CHAMBERS, CHIEF OF POLICE

ATTEST:

By: 
SABRINA MERCADANTE, CMC, CITY CLERK

APPROVED AS TO FORM:

By: 
ELIZABETH MACIAS QUILLIN, CITY ATTORNEY

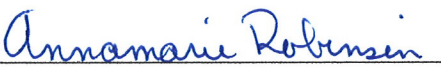
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REPLACEMENT OF THE SHARED COMPUTER OPERATIONS FOR PROTECTION &
ENFORCEMENT (SCOPE) SYSTEM, PHASES 0 THROUGH 3

PASSED, ADOPTED and APPROVED this 27 day of June, 2011.

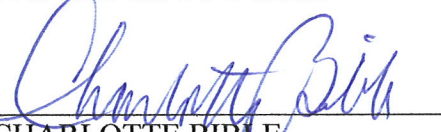
LAS VEGAS METROPOLITAN POLICE DEPARTMENT

By: 
DOUGLAS GILLESPIE, SHERIFF

ATTEST:

By: 
ANNAMARIE ROBINSON
FISCAL AFFAIRS COMMITTEE CLERK

APPROVED AS TO FORM:

By: 
CHARLOTTE BIBLE
ASSISTANT GENERAL COUNSEL